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CONCILIATION COMMISSIONER REPORTS

No. 4, 1975

Conciliation Commissioner Reports in disputes between:

Cape Breton Development Corporation (Coal Division) and United Mine Workers of America, District 26

Multiple Access Limited (Broadcasting Division — CFCF-TV, CFCF-AM, CFQR-FM, CFCX), Montreal, and National Association of Broadcast Employees and Technicians

Smit & Cory International Port Towage Limited and Seafarers' International Union of Canada



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CANADA DEPARTMENT OF LABOUR

Reports of Boards of Conciliation

Hon. John Munro, Minister

T. M. Eberlee, Deputy Minister



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**Report of the Conciliation Commissioner appointed to deal with a dispute involving
Cape Breton Development Corporation (Coal Division) (Employer)
and
United Mine Workers of America, District 26 (Bargaining Agent)**

The Conciliation Commissioner appointed by the Minister of Labour to deal with this dispute was Lorne O. Clarke of Truro, N.S. His report was received by the Minister in May.

Pursuant to the provisions of Section 166 (a) of the Canada Labour Code, (I was) appointed a Conciliation Commissioner to "endeavour to effect agreement between the parties on the matters on which they have not agreed."

I arranged a meeting mutually agreeable to the parties beginning in Sydney on May 5, 1975.

The last Collective Agreement expired December 31, 1974. There are in excess of 3,000 employees in the Bargaining Unit.

The parties have had several meetings attended by their negotiating committees. These meetings resulted in a Memorandum of Agreement which was not accepted after a vote of the membership. Having failed to conclude an agreement, subsequent meetings were held with the assistance of Conciliation Officers of the Department (of Labour).

After lengthy sessions with the parties, both joint and separate, I regret to inform you I have been unable to effect an agreement between them on the remaining items in dispute.

I have examined the oral and other submissions of the parties respecting the last issues in dispute. In addition, I have discussed their positions with them. As a result, I wish to record my recommendations for the settlement of these issues.

1. Wages

I recommend:

- (a) Beginning January 1, 1975, the daily rate of pay be increased by \$6.

- (b) Beginning January 1, 1976, the daily rate of pay be increased by \$4.

- (c) Beginning July 1, 1976, the daily rate of pay be increased by \$2.

2. Retroactivity

I recommend the first increase in daily rate of pay be retroactive to January 1, 1975.

3. Other Matters

I recommend that all other matters in the Memorandum of Agreement made between the parties and dated February 5, 1975, for a proposed Collective Agreement to expire December 31, 1976, remain as negotiated.

General

I have reviewed and studied the detailed submissions made by both parties in support of their respective positions. While I do not propose to review them in this report, I recognize the relevancy of the positions the parties have taken.

These recommendations are being advanced in the hopeful anticipation that they may form a basis of settlement to this unfortunate dispute. Both parties recognize the need to resolve their remaining differences. Upon each party receiving a copy of this report, I sincerely hope each will give serious and thoughtful consideration to these recommendations and endeavour to accept them and thus resolve the remaining issues.

DATED at Truro, Nova Scotia, this 12th day of May, 1975.

(Sgd.) Lorne O. Clarke,
Conciliation Commissioner.

**Report of the Conciliation Commissioner appointed to deal with a dispute involving
Multiple Access Limited (Broadcasting Division — CFCF-TV, CFCF-AM, CFQR-FM, CFCX), Montreal
and
National Association of Broadcast Employees and Technicians**

The Conciliation Commissioner appointed by the Minister of Labour to deal with this dispute was Pierre N. Dufresne of Montreal. His report was received by the Minister in September.

Pursuant to the nomination of the undersigned as Conciliation Commissioner to deal with the matter in dispute as referred to above, I have met with the parties on the 2nd, 3rd, 4th and 5th days of September 1975 and regret to inform you that I have failed to bring the parties to conclude an agreement. However, I may add that the

parties have left with a very narrow margin of separation in their respective positions.

The following is my report as per the stipulations of Article 168 of the Canada Labour Code (Part V - Industrial Relations).

A. — The issues in dispute at the commencement of the proceedings:

- Item 1: Union Shop - Article 4.3
- Item 2: Workweek and Days Off - Article 5.1

- Item 11: Overtime Rates - Articles 8.1, 8.2.1 and 8.2.2
- Item 12: Holidays and Holiday Pay - Articles 13.1, 13.2, 13.3 and 13.9
- Item 13: Annual Vacations - Article 14.1
- Item 15: Salary Schedules - All articles plus premiums for Film Cameraman (20.6) and News Editor (20.7)
- Item 18: Employee Categories - Article 23.1.5
- Item 24: Effective Date, Duration and Renegotiation - Article 38.1

B. — The issues settled in the course of the conciliation proceedings, and the settlements arrived at, are the following:

- Item 1: Union Shop - Article 4.3

- 4.3 - No change to the text found in the expired Collective Labour Agreement with the following paragraph added:

"In order to assure such freedom of choice the Employer agrees not to interfere in any way so as to encourage, discourage or otherwise exercise any influence upon candidates considered for employment."

- Item 12: Holidays and Holiday Pay - Articles 13.1, 13.2, 13.3 and 13.9

No change to the disposition of these articles as found in the expired Collective Labour Agreement.

- Item 13: Annual Vacations - Article 14.1

No change to this article as found in the expired Collective Labour Agreement.

- Item 18: Employee categories - Article 23.1.5

The parties have expressed that an agreement in principle was arrived at concerning this item but that the mechanics had to be worked out jointly.

- Item 24: Effective date, Duration and Renegotiation - Article 38.1, 38.2

- 38.1 - Effective date as of December 28, 1974 for a term of three (3) years ending December 28, 1977.

(The Union representatives expressed clearly, however, that a duration of three (3) years was conditional to an acceptable monetary position - Item 15 - SALARY SCHEDULES - and the workweek - Item 2 - WORKWEEK AND DAYS OFF.)

- 38.2 - This article, as found in the expired Collective Labour Agreement with the following modifications:

"..., notice in writing by registered mail shall be given to the other party within a period of one hundred and twenty (120) days next..."

C. — The issues outstanding at the termination of the conciliation proceedings together with the recommendations of the undersigned for obtaining a Collective Labour Agreement

- Item 2: Workweek and Days Off - Article 5.1

The issue here in dispute is the Union's demand for the reduction of the workweek from forty (40) hours, determined in the Collective Labour Agreement on a biweekly basis of eighty (80) hours, to a workweek of thirty-five (35) hours, biweekly seventy (70) hours.

This reduction to result in a seven (7) hour day.

This demand was categorically refused by the Employer representatives on the grounds that it was:

- a) costly,
- b) impractical in its application where work is carried out alongside other employees of the Company working on a forty (40) hour week eight (8) hour day, and
- c) innovative in the Industry where comparable operations are carried out.

The Union based its demand on the premise that the workweek in the industry will indeed be reduced in the near future, and in consideration for a three (3) year contract such a demand should be conceded to by the Employer. Furthermore, in order to alleviate the economic impact of such a demand, the Union expressed their consent to the calculation of the hourly wage rates, for overtime, and other affected benefits, maintained on the biweekly base salary divided by eighty (80) hours.

- Item 11: Overtime Rates - Articles 8.1, 8.1.1, 8.2.1 and 8.2.2

These articles all relate to the eighty (80) -vs- seventy (70) hour biweekly workweek, consequently the relative positions of the parties concerning Item 2 prevail here concerning the overtime rates.

- Item 15: Salary Schedules

All articles plus premiums for Film Cameraman (20.6) and News Editor (20.7).

The Union's demands were the following:

"July 31st, 1975

The Consumer Price Index, between April 1967 and January 1974, rose by 30.8%. Over the same period wages increased by 70.1%, resulting in an average productivity increase of 5.6% per annum.

	Actual and projected cost of living increases	Productivity increase	Actual raises	Difference
Jan. '74 to Jan. '75	10.9%	5.6%	7%	9.5%
Jan. '75 to June '75	4.8%	5.6%	0%	10.4%
June '75 to End of year	5.7%		0%	5.7%
			Total	25.6%

CONCLUSION

25.6% would just bring us up to date for the 1st year of a new agreement."

Based on the above statement of facts issued by NABET, the latest demands formulated as of August 5, 1975 and submitted to the undersigned, are as follows:

"August 5, 1975

FINANCIAL NABET COUNTER PROPOSAL

1. December 29, 1974 to December 28, 1975
Year 1 - 26% (23)

December 29, 1975 to December 28, 1976
Year 2 - 9% (6)

B. Cost of Living Allowance (COLA)

B-1. The Company will provide a cost of living adjustment of one dollar (\$1) per biweekly period for each decimal four (0.4) change in the Consumer Price Index (CPI) as published by Statistics Canada for Canada.

B-2. For calculation the parties will compute the amount of changes from the Index in Canada for the month of January 1976 and as of this month index value, each additional .4 increases shall be converted into an additional one dollar (\$1) to the biweekly *scale of wages* in the agreement. The employee shall receive the increase within two weeks after the publication of the new applicable index and this increase to be retroactive to the 1st of the month to which it applies.

B-3. Should Statistics Canada amend or modify their present method of calculation of the index, the parties will maintain the present arrangement and same base for calculations, until such time as the parties mutually agree to effectuate a change in this article.

2. Retroactivity to the 28th of December, 1974 based on gross salary.

The Company's Financial counter proposal dated August 4, 1975, as submitted to the undersigned, is as follows:

"August 4, 1975

FINANCIAL OFFER

December 29, 1974 - December 28, 1975

Year 1 - Grade I	: 18% increase
Grade II	: 18% increase
Grade II-A & III	: 17% increase
Grade III-A & IV	: 13% increase
Grade IV-A & V	: 12% increase

Exceptions to above:

1. An individual classified in one grade but being paid in a higher grade shall receive the percentage increase appropriate to the salary grade.
2. Employees whose salaries are frozen are excluded.

December 29, 1975 - December 28, 1976
Year 2 - 4% increase in Basic Rates

December 29, 1976 - December 28, 1977
Year 3 - 4% increase in Basic Rates

COLA

Cost of Living Allowance will be paid at the rate of 1.00 biweekly for each .5 rise in the Consumer Price Index as published by Statistics Canada for Montreal using the Index for January 1976 as the base.

The allowance will be calculated quarterly and paid in a lump sum two weeks following publication of the new applicable Index. The allowance will not be considered as part of the Basic Salary nor included in the calculations for Fringe Benefits.

In the event that Statistics Canada amends or modifies the present method of calculating the Index, the parties will maintain the present arrangement and same base for calculations until such time as the parties mutually agree to effect a change in this Article."

RECOMMENDATIONS OF THE UNDERSIGNED CONCILIATION COMMISSIONER CONCERNING THE ISSUES STILL IN DISPUTE

- Item 2: Workweek and Days Off - Article 5.1

Considering the present economic climate whereby the accent should be placed on monetary considerations that are directly beneficial to the employees rather than on improving working conditions, particularly on such an issue where on the one hand, the employees do not accrue their basic take-home pay but benefit of the privilege of working less (in a period where it is desirable to increase productivity in order to curb inflation) and, on the other hand, the Employer's cost of operations should theoretically increase by some fourteen per cent (14%).

(Assuming that the work can be reorganized to suit such a schedule this increase can be estimated more likely of the order of ten per cent (10%).)

In consideration of the above, the undersigned Conciliation Commissioner recommends the continuation of the eighty (80) hour biweekly and (8) eight-hour daily practice.

- Item 11: Overtime Rates - Articles 8.1, 8.1.1, 8.2.1 and 8.2.2

These articles being directly dependent on the Workweek and Days Off item are consequently subjected to the same recommendation, that is, no change to the expired Collective Labour Agreement.

- Item 15: Salary Schedules - All articles plus premiums for Film Cameraman (20.6) and News Editor (20.7)

In consideration for the insufficiently motivated demands concerning the premiums for the Film Cameraman (20.6) and News Editor (20.7) and considering the favorable wage schedules for these occupations, it is recommended by the undersigned not to accede to such demands.

SALARY SCHEDULES

In order to take a stand concerning this issue, the following considerations must be taken into account:

A. - Considering the uncontested figures appearing in Bulletin dated August 7, 1975 as follows:

	Cost of Living increase	Productivity
1974	10.9%	5.6%
If a COLA had been provided for during 1974 under the expired contract, the employees should have received:		
	10.9% ÷ 2 =	(*) 5.5%
		+ 5.6%
	TOTAL	11.1%
	Actual Raises	7.0%
	Erosion of earnings	4.1%

(*) Based on averaging 0% January to 10.9% December.

B. - Considering that if for the year 1975 the employees should benefit of a COLA of the order of 10.5% and a productivity increase of 5.6% which is equivalent to wages increased (over the full year) of:

10.5% ÷ 2 =	5.3%
	+ 5.6%
	10.9%
	(11.0%)

It should be further taken into consideration that the CPI increase can deviate from a steady 10% rate from quarter to quarter, without mentioning that this increase can very well vary anywhere between 8% and 10%.

Considering the above, as well as having evaluated the monetary impact which both the demands and offers could have, the undersigned recommends the following monetary settlement:

1. Period: Dec. 29, 1974 to Dec. 28, 1975

16% increase on salary schedules based on a weighted average increase.

(The parties should determine the distribution of the money package according to grades.)

2. Period: Dec. 29, 1975 to Dec. 28, 1976

11% increase on salary schedules

3. Period: Dec. 29, 1976 to Dec. 28, 1977

11% increase on salary schedules

4. Retroactivity on 16% average based on gross earnings as of date of signature.

The above increases have been arrived at by the undersigned as follows:

1974 - Catch up	4%
1975 - Increase as offered by Company	+ 15%
1976 - Increase as per Union Demand (COLA ÷ 6%)	+ 11%
1977 - Increase based on assumption that CPI will maintain	+ 11%

Further to the Employer's reticence concerning a catch up lump sum equivalent of 4%, the 1975 weighted increase has been upped 1% over the three (3) years which compares as follows:

(calculated on basis of earnings of \$10,000 in 1974)

Earnings of 3 years based on		
4% catch up	- 1974	\$ 400
15%	- 1975	\$11,500
11%	- 1976	\$12,765
11%	- 1977	\$14,169
Total		\$38,834

Earnings of 3 years based on		
16%	- 1975	\$11,600
11%	- 1976	\$12,876
11%	- 1977	\$14,292
Total		\$38,768

Difference in earnings over three (3) years \$ 66

SUMMARY OF FINANCIAL RECOMMENDATIONS BY THE UNDERSIGNED CONCILIATION COMMISSIONER

- 1975 + 16% based on weighted average
- 1976 + 11% on Salary Schedules
- 1977 + 11% on Salary Schedules

Increase over three (3) years 42.9%
Average per year 14.3%

September 8, 1975

(Sgd.) Pierre N. Dufresne,
Acting Conciliation Commissioner.

Report of the Conciliation Commissioner appointed to deal with a dispute involving Smit & Cory International Port Towage Limited and Seafarers' International Union of Canada

The Conciliation Commissioner appointed by the Minister of Labour to deal with this dispute was Lorne O. Clarke of Truro, N.S. His report was received by the Minister in September.

and at times other than those of the formal meetings scheduled in the sentences immediately above.

I am pleased to report that a Memorandum of Agreement has been reached between the parties, a copy of which is attached to this report.

On September 5, 1975 (I was) appointed a Conciliation Commissioner to endeavour "to effect agreement between the parties on the matters on which they have not agreed."

DATED at Truro, Nova Scotia, this 26th day of September, 1975.

I have held formal meetings with the parties in Halifax on Wednesday, September 17, Thursday, September 18 and Thursday, September 25, 1975. In addition, and during the period during appointment, I have had many conferences with the parties on days

(Sgd.) Lorne O. Clarke,
Conciliation Commissioner.

MEMORANDUM OF AGREEMENT

BETWEEN: Smit & Cory International Port Towage Limited
Halifax, N.S.

(hereinafter referred to as the "Company")

- and -

Seafarers' International Union of Canada

(hereinafter referred to as the "Union")

The signatories to this memorandum hereby agree on the following:

- (a) The Union representatives by virtue of affixing their signatures hereto, agree to recommend to their members, the acceptance of the following items which shall constitute a "Package Proposal."
- (b) The Company representatives by virtue of affixing their signatures hereto, agree to recommend to their superior officials the acceptance of the following items which shall constitute a "Package Proposal."
- (c) It is understood by both committees that the following "Package Proposal" will be presented to their respective parties with all possible dispatch.

Article II — Vacation Pay

- (a) From 0 to 1 yr inclusive — 4% gross wages earned
- (b) From 1 yr to 7 yrs inclusive — 5% gross wages earned
- (c) From 7 yrs onward — 7% gross wages earned

Article 12 — General and Emergency Duties

The master may, whenever he deems it advisable, require any employee to participate in life boat or other emergency drills without the payment of overtime. Such drills will not normally be held on Saturdays, nor on Sundays, or statutory holidays unless conditions warrant.

Article 13 — Statutory Holidays

Heritage Day will be added, once it is proclaimed to be the law of Canada and made effective.

Article 17 — Transportation Costs

The following new clauses will be added:

- (c) Employees recalled for duty on scheduled days off shall be reimbursed for reasonable transportation expenses upon production of proper receipts. In the event an employee uses his personal vehicle he shall be reimbursed at the rate of 15¢ per mile for the use of such vehicle.
- (d) All travelling arrangements must be approved in advance by the company and/or its representatives.

Article 18 — Meal Allowance

From the date of signing the crew will receive the same rates as officers and engineers, namely \$6.25 per day on duty. During the life of the agreement this rate will remain equal to the rates paid Canadian Merchant Service Guild, but not less than \$6.25 per day on duty.

Article 19 — Safety and Equipment

The Company will supply each tug with two (2) sets of oil skins for use at the discretion of the master on oil spill clean up operations.

Article 20 — Wages

- (a) Effective September 1, 1975 and continuing until September 30, 1976 there will be a general wage increase of \$221 per month, above the rate prevailing at August 31, 1975.
- (b) Effective October 1, 1976 and continuing until October 31, 1977 there will be a general wage increase of \$110 per month, above the rate prevailing at September 30, 1976.

A schedule of the wages is attached hereto as Appendix A.

APPENDIX A

September 25, 1975

Point Tupper & Come By Chance

Deckhands

	Sept. 1/75 - Sept. 30/76		Oct. 1/76 - Oct. 31/76	
	Fire Tug	Non Fire Tug	Fire Tug	Non Fire Tug
Each Day on Duty	\$ 23.64	\$ 22.27	\$ 26.68	\$ 25.29
Each Day off Duty	\$ 23.63	\$ 22.27	\$ 26.68	\$ 25.29
Overtime Rate Per Hour	\$ 4.44	\$ 4.17	\$ 4.99	\$ 4.74
* See Note Below				
15 Days on Duty	\$ 354.60	\$ 334.05	\$ 400.20	\$ 379.35
15 Days off Duty	\$ 354.45	\$ 334.05	\$ 400.20	\$ 379.35
24 Hours Overtime	\$ 150.95	\$ 141.95	\$ 169.60	\$ 161.16
Total - Nearest Dollar	\$ 860.00	\$ 810.00	\$ 970.00	\$ 920.00

* In addition to the daily rate, each deckhand will be guaranteed 24 hours per month overtime. For periods of employment of less than one month, overtime will be paid on a pro rata basis.

Article 21 — Necessary Work

Amend as follows:

Employees shall not be required to scrape, chip, paint or soogee on Saturdays, unless weather conditions prevent such work during the regular workweek, nor on Sundays or between the hours between 6 p.m. and 8 a.m. on weekdays.

Article 23 — Welfare Plan

Company will pay 60¢ per man per day worked during the term of the contract.

Article 24 — Pension Plan

Company will pay 3% of basic wages of each employee during the term of the contract.

Article 25 — Marine Disaster

Company will pay \$500 as agreed by negotiating committees.

Article 26 — Duration of Agreement

The agreement shall be effective September 1, 1975. It shall expire October 31, 1977.

Article (NEW) — Short Period Lay-Up

Withdrawn by Union

New Article — Payment of Wages

It is agreed that the payment of wages shall be semi-monthly in accordance with existing systems of the parties to this agreement.

New Article — School of Seamanship

Company will pay 10¢ per man per day worked during the duration of the agreement.

New Article — Hiring Hall Fund

Company will pay 10¢ per man per day worked during the duration of the agreement.

New Article — Fire Fighting Tug Premium

- (a) Seamen engaged on tugs classed and equipped for fire-fighting shall be eligible for the monthly fire tug rates as provided in Appendix A.
- (b) When a vacancy on a fire-fighting tug occurs, the seaman with the most seniority (on the non fire-fighting tugs) shall have the option of filling the vacancy.

New Article — Salvage Bonus and Towing Allowance

A new article 20 as next attached and as amended by ink and initialled, consisting of two pages and numbered 11 and 12 constitutes the agreement reached during negotiations.

Article 20.1 Duty Schedule

- A. A period of 24 hours on duty shall constitute one day.
- B. Tugs working in Port Hawkesbury, N.S. and Come By Chance, Newfoundland shall work day on, day off year round.
- C. The duty schedule for tugs working in any new Ports that may be developed shall be governed by tug operations in accordance with the following table:

Daily Tug Operating Hours 30 Day Average	Days on Duty	Days off Duty
Less than 5	5	2
5 or more but less than 7	4	2
7 or more	1	1

Days off may be accumulated and taken as paid leave at a mutually agreeable time.

In any such new Port(s) where activity warrants a work schedule of 5 days on — 2 days off and scheduled time off cannot be given, it shall be paid for at the daily rates stipulated in this Agreement.

- D. Employees called in on their scheduled day off shall receive a minimum of 3 hours compensation at the overtime rate stipulated in this Agreement. If the recall extends to more than 8 hours they shall receive time and one half the daily rate stipulated in this Agreement.

E. Tugs at Sea — Duty Schedule

When a tug is required to proceed to sea, for reasons other than a salvage job, the work schedule shall be five days on, two days off commencing at the time the tug is notified and shall continue until the tug returns to Port and resumes her regular service.

If at the completion of the voyage, time off earned during the voyage cannot be granted either it may be accumulated and taken not later than the next annual vacation, or it shall be paid at the daily rate stipulated in this agreement.

- F. When vessels proceed on salvage work, time off shall be suspended from the time the vessel is notified, and all time off missed and extra hours of work resulting from the salvage project will be compensated by the salvage bonus. The salvage work will end when the salvaged vessel is turned over to the Owner and the tug has retrieved its salvage gear, replaced stores and returned to its station.

Existing practice of salvage bonus awards will be paid during the life of this Agreement.

- G. Personnel required to perform in excess of 520 hours watch-keeping and/or maintenance work in a 13-week period, shall receive compensation at the overtime rate stipulated in this Agreement for all hours in excess of 520.

H. Hours of work shall mean actual time spent carrying out duties as instructed by the Masters, Chief Engineers or their designated appointees including but not restricted to watch-keeping, line handling and maintenance work.

New Article — Liquor

Any employee covered by this agreement drinking liquor while on duty, bringing liquor on board or returning to company property or a tug, while intoxicated to the extent that he does not conduct himself quietly and without interference to others shall be liable to dismissal.

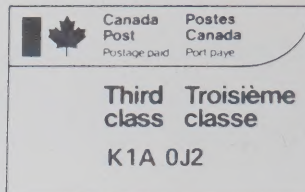
General

All other provisions except as amended herein or requiring to be altered as a result of the matters agreed upon herein, shall be as

either contained in the last collective agreement which expired August 31, 1975 or as agreed upon herein by the negotiating committees led by Messrs Kavanaugh and Ritcey and Bruce, for the Company, and Messrs Royce and Harnum for the Union.

It is expressly understood that the foregoing constitutes an understanding and an agreement reached between the Company Negotiating Committee and the Union Negotiating Committee and should not otherwise be interpreted as representing an agreement binding either the Company or the Union.

DATED at Halifax, Nova Scotia, this 25th day of September A.D., 1975.



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